



The Lagg Cask Society



Isle of Arran Distillers Ltd
Registered No.: 134963



BE PART OF A NEW ISLAND WHISKY LEGACY

OWN A CASK FROM THE FIRST PRODUCTION

A brand new Distillery is being built by Isle of Arran Distillers Ltd in the village of Lagg on the southern tip of the Isle of Arran. In contrast to the existing Distillery in Lochranza, the new Distillery will produce heavily-peated Single Malt Scotch whisky to address a large and growing sector of the Scotch whisky market. Work on the Lagg Distillery commenced in February 2017 and the Distillery will produce spirit for the first time in the 4th quarter of 2018. Members of the Lagg Cask Society will have the unique opportunity to own one of the first casks ever filled at the Lagg Distillery whilst simultaneously enjoying a host of benefits as part of their membership. Up to a maximum of 700 casks will be released to members of the Society. No further casks will be sold to private individuals during the first 10 years of production at the Distillery.

The casks will be matured on site at the Lagg Distillery for a minimum of 10 years but can be kept for longer at the owner's behest. Bottles from the Lagg Cask Society barrels will provide unique opportunities for gifts and investment as well as the simple enjoyment of sampling the finest Single Malt Scotch whisky with family and friends.

OWN A BOTTLE FROM CASK No.1

The first cask to be filled at the new Lagg Distillery will be a first-fill ex-Sherry Butt which will be reserved exclusively for the Lagg Cask Society. Upon reaching 10 years of maturation the cask will be bottled at 46% abv in special packaging and one bottle will be reserved for each member of the Society for collection from the Lagg Distillery.

"After over 40 years in the whisky industry, I am thrilled and excited to guide this new phase of whisky production on the Isle of Arran and lend my years of experience to bringing our new Distillery to life".

JAMES MACTAGGART,
MASTER DISTILLER



ISLE OF ARRAN

The stunning Isle of Arran has soaring hills, rugged coasts and rich farmland; all concentrated into a compact parcel floating in the Firth of Clyde between the Ayrshire coast and the Kintyre Peninsula. The island is known as ‘Scotland in miniature’, as it shares in equal measure some of the most striking characteristics of both the Highlands and Lowlands.

The Lagg Distillery is being built by Isle of Arran Distillers Ltd, an independent Scottish company founded in 1991, who continue to own the very successful Isle of Arran Distillery at Lochranza on the north-east tip of the island. Since opening in 1995 the Isle of Arran Distillery has produced many award-winning whiskies under The Arran Malt brand which are distributed to over 50 countries around the globe. In 2016 the company took the decision to build a second Distillery on the Isle of Arran to focus on producing a heavily-peated spirit in contrast to the lighter, un-peated style distilled in Lochranza.



ISLE OF ARRAN DISTILLERS LTD.

Construction of the original Isle of Arran Distillery in Lochranza began in December 1994 and the first distillation took place on 29th June 1995. In 1998, after three years of maturation, the Scottish actor Ewan McGregor toasted the first legal Arran Single Malt in over 160 years.

Over the past 22 years our company has created an award-winning core range of Single Malts comprising a 10, 14 and 18 year old whilst our limited edition expressions have become much sought after bottlings which command huge interest from collectors and whisky drinkers alike. Our whiskies have become known above all else for their quality and authenticity and our 10 year old is heralded as an honest dram. In 2017 our 18 year old was awarded a Gold Medal by Scottish Field magazine in their heralded Whisky Challenge.

Our Distillery Visitor Centre was officially opened by Her Majesty The Queen in August 1997 and in 2016 we welcomed over 100,000 visitors. We were voted Scotland's Best Distillery Visitor Centre Experience in both 2014 and 2015 whilst in 2017 the Visitor Centre was awarded 'Best Contribution to Wine & Spirits Tourism' by respected publication The Drinks Business. These awards confirm that we continue to offer the highest quality experience of whisky education and the warmest of welcomes to visitors to the Isle of Arran.

We will use our years of experience in Lochranza to ensure that the Lagg Distillery will further secure the Isle of Arran's reputation as a first-class whisky destination.





LAGG DISTILLERY

The village of Lagg is located on the southern-tip of Arran, within the parish of Kilmory, and the site of the new Distillery enjoys panoramic views of the Ayrshire coast, Ailsa Craig, Kintyre Peninsula and even the Antrim Coast on a clear day. The Distillery also overlooks fields where local Arran barley is grown for use in production of The Arran Malt and in time the Lagg Single Malt. The south-end of Arran was home to at least one licensed Distillery and over 50 illicit stills during the 19th century and it is a source of immense pride that we are bringing distillation back to this unique area of the island.

Working with Ayr based Architects, Denham-Benn, we have commissioned a striking design for the new Lagg Distillery & Visitor Centre which reflects the stunning profile of the island. Planning permission for the project was granted in August 2016 and work commenced in February 2017. The Distillation equipment is being installed during 2018 by whisky production specialists Forsyth's of Rothes and the Distillery will commence production in the 4th quarter of 2018. Under the careful eye of our Master Distiller, James MacTaggart, the copper pot stills will produce a heavily-peated spirit with a phenolic content of 50 PPM (parts per million). We anticipate the mature single malt to be rich and earthy yet retain the elegance and finesse that typifies Arran whisky.





Architects render of the new LAGG Distillery



Architects render of the new LAGG Distillery Visitor Experience

HISTORY OF THE 'ARRAN WATER'

During the 18th and 19th centuries the Isle of Arran was a hotbed of whisky production and smuggling. Local tenant farmers would distil excess supplies of barley and sell whisky as a means of paying rent and surviving a harsh economic environment. Three legal distilleries operated on the island in the 1790's for a period but it was the illicit whisky, referred to as 'Arran Water', that was in greatest demand. Illicit stills proliferated on the south end of the island and in the parish of Kilmory in particular. Distilling equipment was sourced from Coppersmith Robert Armour of Campbeltown who supplied both the legal and illicit trade in the area. Local folklore tells us the assistance of women with cloaks over long and voluminous skirts was especially helpful when stills were being smuggled to Arran away from the watchful eye of the authorities!

After heavy rainfall, casks of whisky would be floated down the river at Lagg to the shore from where it was smuggled to the mainland in small boats; under cover of darkness and hidden from the dreaded excise officers. In the market towns of Ayrshire the Arran whisky was greatly revered and frequently fetched a higher price than the equivalent malts from Kintyre and Islay.

The original Lagg Distillery operated on the site of a former flax mill in the village of Lagg and produced malt whisky from 1825 to around 1840. The distillery was equipped with two stills, a 182 gallon Wash still and a Low wine still with the capacity of 62 gallons. This gave Lagg a weekly output of approximately 100 gallons of whisky, distilled solely from malted bere barley grown locally. Poor management, difficulties with transportation and competition from larger mainland Distillers led to closure of the original Lagg Distillery although illicit distillation persisted in the area for many years thereafter.

The original Arran Whisky was heavily peated in character and this style will form the core of the new Lagg Distillery as we seek to emulate the success of the single malts from the Isle of Islay.





MEMBERSHIP BENEFITS

BARREL OF LAGG SINGLE MALT (Approx. 200 Bulk Litres)

Membership of the Lagg Cask Society entitles each member to ownership of one of the first casks to be produced at the new Lagg Distillery in the 4th quarter of 2018. Using malted barley peated to a level of 50PPM (parts per million) this new spirit promises to be something very special indeed. Master Distiller James MacTaggart will source the finest quality American Oak ex-Bourbon Barrels to nurture this spirit over a minimum of 10 years maturation. Members' names will be stencilled on their cask which will be stored on site at the Lagg Distillery. See Cask Ownership for further information.

BOTTLE FROM CASK NO.1

The first cask to be filled at the Lagg Distillery will be reserved exclusively for the Lagg Cask Society. After 10 years maturation the cask will be bottled with each member entitled to 1 x 70cl bottle. Such a rare expression will be fittingly packaged and made available for personal collection from the Lagg Distillery.

LAGG CASK SOCIETY MEMBERS DAY

Ahead of the official public opening of the new Lagg Distillery in spring 2019, members of the Lagg Cask Society will be invited to an exclusive behind-the-scenes day to see the new Distillery first-hand and meet the team. It is also our intention to host an annual Society Open Day in the years following our launch to keep members directly up to date with our progress.

THE LAGG HOTEL

Opened in 1791 the Lagg Hotel is one of the oldest Inns on the island and has retained much of its original character. Each member is entitled to one complimentary night Dinner Bed & Breakfast at this historic Inn as part of your visit to the Lagg area. Please arrange your booking directly with the Lagg Hotel (www.lagghotel.com) using your Society membership number.

WALL OF FAME

Each member of the Lagg Cask Society will have their name forever enshrined within the new Distillery on our 'Wall of Fame'. You will literally be 'in with the bricks'!

MEMBERSHIP DISCOUNT & COMPLIMENTARY TOURS

Each member will be presented with an individual membership card entitling them to a free standard Distillery tour and 10% off purchases of whisky made in the Distillery Visitor Centre shop for 10 years (from date of membership).

ARRAN GOLF PASS

As a member of the Lagg Cask Society you are entitled to a complimentary Arran Golf Pass which entitles the bearer to one round of golf on each of the Isle of Arran's seven golf courses. Each pass is valid for 12 months – what better way to round off your visit to the Lagg Distillery!

FURTHER INFORMATION ON CASK OWNERSHIP

Ex-Bourbon barrel (Approx. 200 bulk litres)

FILLING DATE

The earliest date on which we anticipate being able to fill the first Casks of whisky is currently Q4 2018. Orders will be accepted prior to that date but ownership of the whisky shall not pass to you until such time as the whisky is filled into your Cask. Until that time any payments received will be treated as a “stock production loan” to Isle of Arran Distillers Ltd. Further details are provided in our Terms and Conditions below.

VISITING YOUR CASK

Your cask will mature in a bonded warehouse on site at the Lagg Distillery. We strongly encourage you to visit your cask by appointment but request a minimum of five days-notice as this is a working environment.

SAMPLES

Members can request a 500ml sample from their cask annually. A small fee is required to cover alcohol duty, administration and delivery (restrictions apply to some countries – please ask for further information)

BOTTLING

- The cask will remain in our warehouse for a minimum of 10 years before bottling.
- Casks can be left to mature for longer than the agreed 10 years subject to an annual storage & insurance fee (currently £40 per year).
- Bottling can be arranged with a specialist bottling company on request. Isle of Arran Distillers Ltd are not responsible for bottling of the cask but will assist in this regard.
- The bottler will quote a fee for bottling based on either a case of 6 or 12 bottles.
- Please note Single Malt Scotch Whisky is subject to the 2009 Scotch Whisky Regulations and therefore must be distilled, matured and bottled in Scotland.

ANGEL'S SHARE

Approximately 2% of the cask contents evaporate per year (the ‘Angel’s Share’); at the same time the alcohol strength decreases from the initial filling strength of 63.5% abv. Some further loss may occur during bottling but this should not exceed 1% of the total volume. Please note the evaporation rate of each cask will vary and the losses may be higher or lower than outlined above. Isle of Arran Distillers Ltd cannot guarantee the evaporation rate of your cask.

STRENGTH

We recommend bottling at 46% alcohol but Scotch whisky can be bottled to a minimum of 40%. The whisky can also be bottled at cask strength (between approximately 55% - 60% depending on the age of the whisky) – please note the cask will yield fewer bottles at cask strength.

NUMBER OF BOTTLES

This depends on a number of factors such as maturation rate, age of the whisky at time of bottling...etc. On a very approximate basis, you could assume that a barrel (200 bulk litres) bottled at 46% abv, in 70cl bottles, after 10 years would yield 280 bottles.

LABELLING

Isle of Arran Distillers Ltd will provide a ‘Lagg Cask Society’ label for use at time of bottling which will feature your cask number and bottling information (date of distillation, number of bottles...etc.). Any Cask Owner wishing to use their own label must submit this in advance to Isle of Arran Distillers Ltd for approval to ensure it meets the legal guidelines enshrined in the Scotch Whisky Regulations 2009 and does not infringe any existing copyright or trademark.

TAXES AND DISTRIBUTION

DUTY & VAT

Duty is the charge levied by HM Revenue & Customs (UK) based on the percentage of pure alcohol per case of whisky. The current rate in the UK is £28.74 per litre of pure alcohol (valid at June 2017) which equates to £9.24 per 70cl bottle at 46% abv.

Duty and VAT (Sales Tax) are due for payment after the cask has been bottled and the finished goods (bottled whisky) are removed from the bonded warehouse. UK VAT is currently 20%. This is charged on the original purchase price of the whisky together with the duty rate prevailing at the time of removal of the bottled whisky from Bond.

Taxes are subject to change by the UK government. Various different rates of Duty and local taxation apply throughout the EU and the rest of the world.

EXPORT

As per the Scotch Whisky Regulations 2009 by law Single Malt Scotch Whisky can only be exported from Scotland in bottled form, labelled for retail sale. If the bottled whisky is exported under bond, UK Duty & VAT do not apply subject to the nominated exporter being registered for both Duty and VAT and being registered as a bona fide exporter. Duty and VAT (& all relevant local taxes) would be payable in the country of final destination at the rates prevailing in that country at the time. It is the responsibility of the cask owner to find a suitable importer in the destination country and to arrange the export but Isle of Arran Distillers Ltd can assist with this process.

It is the responsibility of the cask purchaser to be aware of all regulations prevailing in their country of residence regarding the importation of alcohol plus any issues regarding labelling.

CAPITAL GAINS

For UK tax payers, UK Capital Gains Tax is not applicable as whisky is regarded as a “tangible”, “moveable” and “wasting asset”. Whisky purchased in cask for personal use, as gifts for family, godchildren and friends etc. would, therefore, be exempt from Capital Gains Tax on realisation of the asset.

TRANSFER OF OWNERSHIP

You must inform us of any change of name or address, and if you wish to transfer ownership of your Cask, you must seek our prior written agreement to the same and the new owner must agree to abide by these Terms and Conditions of Sale.

1.	Definitions and Interpretation	3.6.	On the Filling Date, at the point when Product is filled into your Cask (or Casks), your Loan will be immediately treated as payment in full for the Product. Your rights in respect of the Loan shall be extinguished as at the Filling Date.		damages and expenses which may be incurred by or levelled against us in connection with any actual or purported breach of the Regulations or infringement of any trademarks, copyright or other intellectual property rights resulting from the use of such label.	13.	Liability
1.1.	In this document, the following words and terms shall have the following meanings: “Brand” means any and all intellectual property rights subsisting in or pertaining to the Product and any name, logos, packaging, design and/or any aspect of the get-up, look and feel of the Product in whatever form we may apply from time to time; “Cask” means a “first fill” ex-bourbon barrel with an approximate filling level of 200 bulk litres; “Contract” means the contract, comprising the Order Form and these Terms and Conditions, entered into between you and us for the supply of Product; “Filling Date” means the date on which your Cask (or Casks) is filled with Product; “Order” means the order for Product, the details of which are contained in the Order Form and any acceptance provided by us; “Order Form” means the order form in the style attached to the Cask Offer Prospectus in terms of which you make an order to purchase Product; “Price” means the price for the Product as set out in the Order Form which includes all insurance and storage charges for the first ten years of storage (which period, for the avoidance of doubt, shall start on the Filling Date) but excluding any costs of delivery, other overheads, packing, loading, carriage and all taxes and duties of any kind; “Product” means the whisky Products identified in the Order Form which shall for the avoidance of doubt only include the actual liquid stocks and not any casks or containers in which we may store the Product from time to time; “Regulations” means the 2009 Scotch Whisky Regulations as amended, modified or restated at any time; “Terms and Conditions” means these terms and conditions; “us” or “we” means Isle of Arran Distillers Limited, a company incorporated in Scotland with company number SC134963 and having its registered office at Lochranza Distillery, Lochranza, Isle Of Arran, KA27 8HJ and “our” shall be interpreted accordingly. “you” means the buyer or person from whom the Order Form is received and “your” shall be interpreted accordingly.	3.7.	In the event that the Filling Date has not occurred by 31 December 2019 you shall be entitled to demand repayment of the Loan. You shall not be entitled to demand repayment of the Loan before that date.	7.	Duty and VAT	13.1.	Nothing in the Contract shall exclude the liability of either party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation, or any other liability which may not be excluded by applicable law.
		3.8.	Ownership of the Product will not pass to you until the Filling Date when a stock certificate (as detailed below) will be issued to you. Until that time you will be an unsecured creditor of Isle of Arran Distillers Ltd and will have no title or right to any Product or other stocks owned by us.	7.1.	After bottling, you will be liable for UK duty and VAT at the prevailing rate at the time of bottling unless you can arrange for shipping to a bonded warehouse either within or outside of the UK.	13.2.	Subject to Clause 12.1 and save as otherwise provided in these Terms and Conditions, we shall not be liable for: (a) loss of profits; (b) loss of business; (c) depletion of goodwill or similar losses; (d) loss of anticipated savings; (e) loss of use; (f) loss or corruption of data or information; or (g) any form of indirect, special or consequential loss whatsoever or howsoever caused.
		3.9.	Upon filling of your Cask (or Casks), a stock certificate and a display certificate detailing the Cask number(s), capacity (expressed in litres of pure alcohol), strength and Cask type will be produced in your name and issued to you.	7.2.	You must settle all duty and VAT amounts, and arrange for the shipping of your bottles within one month of bottling completion.	13.3.	Subject to Clauses 12.1 and 12.2, our entire liability under or in connection with the Contract shall be limited to an amount equivalent to the Price.
		3.10.	In the event that a suitable Cask (or Casks) is unavailable at the time of filling, we will contact you to confirm other available cask types and agree with you the type to be used. If we are unable to contact you, having used reasonable endeavours to do so, we will select a suitable alternative and advise you of the same.	7.3.	Where you choose to ship your bottles to a destination outside the UK, it shall be your sole responsibility to make all necessary arrangements for the importation of whisky into the country in question, to make payment of all applicable duties and levies and to ensure compliance with all rules in respect of labelling.	14.	Miscellaneous
		3.11.	We will fill your Cask to capacity at 63.5% alcohol by volume.	7.4.	You will indemnify us against all claims, losses, damages and expenses which may be incurred by or levelled against us in connection with any failure or purported failure by you to comply with the provisions of Clause 6.1 to 6.3 inclusive in respect of the Product.	14.1.	Any notice to be made under or in connection with the Contract shall be made in English in writing and by letter to the address for the relevant party as set out in the Letter or in the case of letters to you to the last known address which we have on record for you.
		3.12.	We shall retain your Cask on our site or such other place as we, in our absolute discretion, deem appropriate for the in-cask maturation of the Product. The storage site may not necessarily be on the Isle of Arran but will be at a suitable location in Scotland (in accordance with the Regulations).	8.	Visitation and Sampling	14.2.	We shall not be liable for any delay in performing our obligations under the Contract where such delay is caused by circumstances beyond our reasonable control.
		4.	Other Benefits	8.1	Once your Cask (or Casks) has been paid for, and has been filled, you will be entitled to visit your Cask by appointment only on not less than 5 days’ notice. We will use our best endeavours to accommodate visitation requests but reserve the right to refuse or reschedule a visitation as a result of business needs	14.3.	The Contract does not create a partnership or joint venture between the parties to it, nor authorise either party to act as agent for the other.
		4.1.	Payment in full under the Contract shall entitle you to certain other benefits as follows:	8.2	Once filled, you shall be entitled to obtain one 500ml sample from your Cask(s) each year, subject to payment by you of all delivery charges, postage, packing and a reasonable administrative charge to be advised by us.	14.4.	No amendment of the Contract will be effective unless it is in writing and signed by us.
		4.1.1.	Membership of an exclusive whisky community strictly limited to a maximum of 700 people worldwide;	9.	Angels’ Share	14.5.	If any provision (or part of a provision) of these Terms and Conditions should be found to be invalid, unlawful or unenforceable by a court having proper authority, or if the law changes so that it becomes invalid, unlawful or not enforceable to any extent, then this Clause will apply and the provision (or part affected) will be treated as having been deleted from the remaining Terms and Conditions which will otherwise remain in full force and effect.
		4.1.2.	Inclusion of your name on our “Society Wall of Fame”;	9.1.	You acknowledge and agree that there will be a loss of both alcohol and volume while the Product matures in your Cask(s) which loss occurs as a result of absorption into the wood of the Cask and as a result of natural evaporation. Whilst the amount of loss might fluctuate, we anticipate that this may amount to up to 2% loss per annum. We accept no liability for any loss of alcohol or volume occurring in this manner.	14.6.	We will not be treated as having: (a) waived a right or remedy arising under the Contract or otherwise in law; and/or (b) elected to abandon a right or remedy arising under the Contract or otherwise in law; and/or (c) where applicable, thereby affirmed the Contract; except if and to the extent that we have expressly documented such waiver or election (and any resultant affirmation) in writing and signed and delivered such waiver or election (and any resultant affirmation) to you.
1.2.	Unless the context requires a different interpretation, the following rules shall be used to interpret these Terms and Conditions: (a) the word “including” means “including but not only”; (b) a reference to a “Clause” is to the relevant Clause of these Terms and Conditions, unless otherwise stated; (c) the headings in these Terms and Conditions do not affect the meaning of the Clauses.	4.1.3.	Access to a members’ day showcasing the new Lagg Distillery ahead of its official opening to the public;	9.2.	The anticipated outturn from a Cask is approximately 280 x 70d Bottles at 46% ABV. However, you acknowledge that the outturn from a Cask cannot be guaranteed and may fluctuate.	14.7.	The Contract constitutes the entire agreement between you and us in relation to its subject matter and supersedes any prior arrangement, understanding or agreement between them in relation thereto and sets forth the full extent of our obligations and liabilities in respect of the Product.
1.3.	In the event of any conflict or inconsistency between them, the terms of these Terms and Conditions will take precedence over any other terms purported to apply to the Contract and shall take precedence over any terms set out in any order or other document purported by you to apply.	4.1.4.	Bottle (1 x 70cl) of whisky drawn entirely from Cask No 1 to be made available for collection from the Lagg Distillery upon the whisky reaching 10 years of age;	10.	Warranties, Representations and Acknowledgements	14.8.	To the fullest extent permitted by applicable law, we hereby exclude any conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, as being binding on us except as specifically stated in these Terms and any condition, warranty or other term concerning the Product which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, is expressly excluded.
		4.1.5.	A membership card allowing free tours of the Lagg Distillery and 10% off purchase in the Lagg Distillery shop for the period of 10 years from the Filling Date;	10.1.	You warrant and represent to us that you have complied, are complying and will comply with current HMRC regulations applicable to a contract of this nature, including that:	14.9.	You acknowledge that in entering into the Contract, you have not relied on any statement, representation, warranty, undertaking or other assurance given or made by any person (whether a party to the Contract or not) other than as expressly set out or referred to in the Contract. You hereby waive all rights and remedies howsoever arising which, but for this Clause, might otherwise be available to you in respect of any such representation, warranty, undertaking or other assurance.
		4.1.6.	Regular e-newsletter updates of events and releases from the Lagg Distillery;	10.1.1.	you are a private customer who is purchasing the product for private, noncommercial use; or	14.10.	Nothing in these Terms and Conditions is intended to or will be construed as limiting or excluding any liability for fraud or fraudulent misrepresentation.
		4.1.7.	A complimentary night Dinner, Bed and Breakfast at the Lagg Hotel on the basis set out in the “Membership Benefits” section; and	10.1.2.	you are a UK based Revenue Trader and are already registered as an Owner of Warehoused Goods in the UK; or	15.	Capital Gains Tax
		4.1.8.	A complimentary Arran Golf Pass on the basis set out in the “Membership Benefits” section.	10.1.3.	you are an overseas Revenue Trader and have appointed, or will appoint, a UK Duty Representative.	15.1.	For UK tax payers, UK Capital Gains Tax is not applicable on the purchase of bulk whisky as whisky is regarded as a “tangible”, “movable” and “wasting” asset. Whisky purchased in cask for personal use, as gifts for family, friends etc. should therefore be exempt from Capital Gains Tax. We do not, however, make any representations or guarantees in respect of exemption or otherwise from Capital Gains or any other form of personal tax and you should consult your own independent financial advisors, tax advisors or solicitors in connection with such matters.
		5.	Insurance	10.2.	You acknowledge and agree that it is your responsibility to familiarise yourself with and thereafter comply with the requirements of HMRC as regards the purchase of the Product from us.	16.	Governing law and Jurisdiction
1.4.	Any references to any Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept or thing shall in respect of any jurisdiction other than Scotland be deemed to include what most nearly approximates in that jurisdiction to the Scottish legal term.	5.1.	For a period of 10 years from the Filling Date we shall insure the Product on the same terms and on the same basis as other like products and stock stored in our warehouses. The cost of such insurance is included in the Price.	10.3.	You acknowledge and agree that the approximate filling level of the Cask(s) are a guideline only, that each cask will have a slightly different capacity and that we cannot guarantee any minimum amounts of fillings.	16.1.	The Contract (and any non-contractual disputes or claims) shall be governed by the law of Scotland and the parties agree that the Scottish courts will have the exclusive authority to settle any dispute arising out of or in connection with the Contract (and any non-contractual disputes or claims).
		5.2.	In the event that you wish to store your Cask (or Casks) for a period in excess of 10 years from the Filling Date you will be required to pay to us an annual storage and insurance fee at a rate to be determined by us (acting reasonably) for each additional year of storage.	10.4.	Nothing in the Contract will grant you any rights in or licence to the Brand or any of our intellectual property rights.		
2.	Terms of Sale	5.3.	You acknowledge and agree that at no time will you obtain any rights in the Cask (or Casks) itself and that all right, title and risk in the Cask(s) shall remain ours. In the event of complete or substantial loss of or damage to your Cask(s), we shall endeavour to offer you a replacement of the nearest available cask in terms of type, product and distillation date.	11.	Assignment and Change of Details		
2.1.	We agree to sell and you agree to buy the Product for the Price on the terms set out herein.	6.	Bottling and Labelling	11.1.	You may not assign, nor create a charge or other encumbrance over, any of your rights or obligations under the Contract without our prior written consent. Where we agree to the assignment by you of any of your rights or obligations under the Contract any new owner or assignee must agree, by written acknowledgement, to be bound by these Terms and Conditions.		
2.2.	On receipt of your Order Form, we shall issue you with an invoice, and covering letter, for the Price plus any VAT payable thereon (an “Invoice”).	6.1.	By your acceptance of these Terms and Conditions, you irrevocably agree not to bottle any Product held in your Cask(s) before the 10th anniversary of the Filling Date.	11.2.	You must inform us of any change of name or address. In the event that we are unable to contact you (having used reasonable endeavours to do so) on the expiry of 10 years from the Filling Date, we reserve the right to sell the Product and to hold the proceeds on your behalf after deduction of sale costs and any other costs which we may incur from warehousing or otherwise storing the Product.		
2.3.	You agree that you shall pay amounts owing under the Invoice within the period set out in the Invoice and you acknowledge that all payments must be received by us prior to filling of your Cask (or Casks). If you have not paid the Invoice within the period required we shall be entitled to treat your Order as rescinded and any confirmation of that Order by us as cancelled and we shall have no further responsibility to you under the Contract.	6.2.	From the 10th anniversary of the Filling Date onwards, you shall be entitled to bottle your Product (subject always to the Regulations).	12.	Title and risk		
		6.3.	We do not offer bottling services but shall use reasonable endeavours to put you in contact with an appropriate bottling company who can handle your bottling requirements. All bottling costs (including costs incurred in moving the Cask(s) and any extra warehousing charges will be solely at your expense and you shall be responsible for making all arrangements for the bottling of the Product.	12.1.	Risk in the Product shall pass to you at the point of collection by you or your nominated representative or carrier from us.		
3.	Our Responsibilities	6.4.	We will provide a “Lagg Cask Society” label template for use at the time of bottling. Should you wish to use any other form of label, this must be submitted to us in writing prior to any bottling taking place. Approval of any such form of label shall be at our absolute discretion. In the event that a form of label other than the “Lagg Cask Society” label is used, you accept responsibility for ensuring that such label complies with the Regulations and does not in any way infringe any existing trademark, copyright or other intellectual property rights and you will indemnify us against all claims, losses,	12.2.	Ownership in the Product shall not pass to you until all amounts owing to us in respect of the Product have been paid to us in full and the Product has been filled into your Cask (or Casks).		
3.1.	On receipt by us of your payment in full, we shall fill a Cask (or, where more than one Cask has been purchased, the appropriate number of Casks as detailed on the Order Form) with Product from the next available batch of Product.						
3.2.	As at the date of production of these Terms and Conditions, the first available batch of Product is anticipated to be available in the 4th quarter of 2018. We will use reasonable endeavours to ensure that your Cask (or Casks) is filled at the earliest opportunity, however, the availability of Product is subject to change. We offer no warranty or guarantee as to the date upon which Product will become available to be filled into Casks.						
3.3.	Upon receipt of payment in full, a receipted Invoice shall be issued to you.						
3.4.	Until such time as Product becomes available and your Cask is filled, any payment made to us will be treated as a “Loan” from you to us (the “Loan”).						
3.5.	No interest shall be payable by us on your Loan.						



UPON RECEIVING YOUR COMPLETED ORDER FORM AND PAYMENT A RECEIPTED INVOICE WILL BE SENT TO YOU CONFIRMING YOUR ORDER. ONCE THE CASK HAS BEEN FILLED YOU WILL BE SENT A STOCK CERTIFICATE SPECIFYING THE CASK NUMBER. INSURANCE AND STORAGE FOR 10 YEARS ARE INCLUDED IN THE PRICE QUOTED.

TITLE AND NAME:

.....
(please give full name and title)

ADDRESS:

.....
.....
.....

POST CODE:

MAIL:

TEL.:

MOBILE TEL.:

NAME AND ADDRESS FOR TITLE (IF DIFFERENT FROM ABOVE)

TITLE AND NAME:

.....
(please give full name and title)

ADDRESS:

.....
.....
.....

POST CODE:



I WOULD LIKE TO PURCHASE THE FOLLOWING CASK(S) OF LAGG SINGLE MALT SCOTCH WHISKY AND TO BECOME A MEMBER OF THE LAGG CASK SOCIETY.

BARREL
First Fill Lagg
£ 6,000

DISCLAIMER:
In applying to purchase this cask and to become a member of the Lagg Cask Society, I confirm that I have read and agree to the Terms and Conditions as set out in this prospectus.

PAYMENT DETAILS

Please charge my MasterCard/Visa/Debit card with

£
(amount) as follows:

CARD NO:

3 DIGIT SECURITY NO:

START DATE/ISSUE NO. (DEBIT ONLY):/...../.....

EXPIRY DATE:/...../.....

I warrant that I am over 18 years of age and there is no legal impediment preventing me from effecting the purchase on the basis of the prospectus and the terms & conditions.

SIGNATURE OF PURCHASER:

.....

DATE:

PLEASE RETURN THIS FORM TO:
Isle of Arran Distillers Ltd,
Offices 4&5, Touch Business Centre, Touch Estate,
Stirling FK8 3AQ, Scotland, UK.
Fax: +44 (0)1786 431909
Email: info@laggwhisky.com

Contact

HEAD OFFICE

Isle of Arran Distillers Ltd,
Offices 4&5, Touch Business Centre, Touch Estate,
Stirling FK8 3AQ, Scotland, UK.

t: +44 (0)1786 431 900

e: info@laggwhisky.com

w: www.laggwhisky.com

